### First Addendum to Memorandum of Agreement

This First Addendum t	Memorandum of Agreement ("Addendum") is dated this
day of	, 2010, between Sumter County, a political subdivision of the
State of Florida (the "C	ounty") and SDC Services II, Inc., a Florida corporation ("SDC"):

### **RECITALS**

- 1. The Parties acknowledge and reaffirm the terms of the Memorandum of Agreement, dated the 11<sup>th</sup> day of December, 2007 and recorded in Book 1887, Page 712 of the Public Records of Sumter County on the 2<sup>nd</sup> day of January, 2008 between the County and SDC, ("Agreement"), except as modified herein;
- 2. Pursuant to Paragraph 3.of the Agreement, the Agreement is modified as follows:
  - A. The original legal description consisting of approximately 23.28 acres as provided in Ex. "A" of the Agreement, is revised to include a nonexclusive perpetual easement for aircraft use by SDC of the adjoining FreeFlight Airport owned by SDC Services, Inc. Additionally, the original legal description is revised to depict a nonexclusive perpetual easement conveyed from SDC to SDC Services, Inc. for storm water drainage and retention on the SDC site, as shown in the Final Site Plan described below. The revised legal description is attached as Exhibit "A" hereto and incorporated herein.
  - B. SDC Services II, Inc., has conveyed a nonexclusive perpetual easement to SDC Services, Inc. for the purposes of meeting storm water retention and storage requirements of the County and other regulatory agencies as depicted in the Final Site Plan of SDC. This easement has been executed by SDC Services II, Inc. and sent for recording in the Public Records of Sumter County, in the form attached hereto as Exhibit "B" and incorporated herein.
  - C. SDC Services, Inc. conveyed a nonexclusive perpetual easement to SDC for aircraft use and which easement includes the nonexclusive use of that certain 100 foot x 100 foot taxi/run up areas for aircraft as shown in the Final Site Plan, a copy of the Easement Deed, dated the 29<sup>th</sup> day of May, 2003, and recorded in Book 1082, Page 270 of the Public Records of Sumter County, Fl, on June 16, 2003, is attached and incorporated herein as Exhibit "C".
  - D. The Final Site Plan of SDC is approved and is attached hereto as Exhibit "D" and incorporated herein.
- 3. All terms of the Agreement not modified herein shall remain in full force and effect.

<b>IN WITNESS WHEREOF,</b> the hammed in the property of the proper	ands and seals of the parties on the day of
ATTEST:	BOARD OF COUNTY COMMISSIONERS SUMTER COUNTY, FLORIDA
By:	Ву:
Gloria Hayward, Clerk	By: Doug Gilpin, Chairman
Approved as to form and content b	y Sumter County Attorney
Signature	
Print Name	
STATE OF FLORIDA COUNTY OF SUMTER	
	was acknowledged before me thisday of y Doug Gilpin as Chairman and Gloria Hayward as
Clerk, of and on behalf of Board of	of County Commissioners, Sumter County, Florida, for
the purpose expressed herein.  [ ] who is personally known to me	· or
[ ] who has produced	
as identification.	
(SEAL)	
	Notary Legal Signature
	Printed Name of Notary Public
	My Commission Expires

# First Addendum to Memorandum of Agreement

SDC SERVICES II, Inc A Florida corporation	•	
By: Hal Spence, Presiden	4	
1	l e e e e e e e e e e e e e e e e e e e	
STATE OF FLORIDA		
COUNTY OF VOLUSIA	Λ	
SERVICES II, INC., a FI	trument was acknowledged before me thisday of ,2010, by Hal Spence as President of and behalf of SDC orida corporation, for the purpose expressed herein. own to me; or	
(SEAL)	Notary Legal Signature	
	Printed Name of Notary Public  My Commission Expires:	

### EXHIBIT "A" TO FIRST ADDENDUM TO MEMORANDUM OF AGREEMENT

That part of the North ½ of the Northwest ¼ of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Seaboard Coastline Railroad, less and except therefrom the lands conveyed in Official Records Book 573, Page 717, Public Records of Sumter County, Florida, more particularly described as follows:

That part of the NE ¼ of the NW ¼ of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Easterly right of way line of the CSX Railroad, less the following described property:

Commencing at the NE comer of the NW ¼ of said Section 25, thence S 89" 55' 07" W along the North line of said NW ¼ 402.74 feet to the Point of Beginning; thence continue S 89° 55' 07" W along the North line of the said NW ¼ 262.28 feet to a point on the Easterly right of way line of the aforesaid CSX Railroad; thence S 52" 21' 08" W along said right of way line 1432.92 to the NE ¼ of the NW ¼ of said Section 25; thence N 89" 56' 02"E along said South line 162.26 feet to a point 150 feet East of the Easterly right of way line of the said CSX Railroad when measured at right angles therefrom, thence N 22° 21' 08" E parallel to and 150 feet Easterly of said Railroad 1324.78 feet; thence N 89" 55' 07" E 141.02 feet; thence N 0° 04' 22" 100.00 feet to the North line of the NW ¼ of said Section 25 and the point of beginning. Containing 5.21 acres more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY.

That part of the NE 1/4 of the NN 1/4 of Section 25, Township 19 South, Rango 22 East, Sector County, Florida, lying East of the Easterly right of way line of the CSE Railroad. Deing described as follows:

Commonce at the NE corner of the NW 1/4 of said Section 25; thence 503°53'57" W along the North line of said NW 1/4 402.74' to the Point of Beginning; theses continue 509°55'67"W along the North line of the said NW 1/4 252.28' to a Point on the Easterly right of way line of the aforesaid CRM Railroad; thence 522'21'08"W along said right of way line 1432.92' to the Bouth line of the HE 1/4 of the SW 1/4 of said Section 25; thence 589'56'02"E along said South line 162.26' to a point 150' East of the Easterly right of way line of the said CRE Railroad when measured at right angles therefrom; thence M22'21'08"E parallel to and 150' Easterly of said Railroad 1324.78'; thence M23'55'07'E 141.02'; thence M00'04'22'E 100' to the North line of the NW 1/4 of said Section 25 and the Point of Beginning. Containing 5.21 acres.

### **EASEMENT**

SDC SERVICES 11, INC. is the legal owner of that certain real property described in Exhibit "A" attached hereto and hereinafter referred to as "Parcel A".

SDC SERVICES, INC. is the legal owner of that certain real property described in Exhibit "B" attached hereto and hereinafter referred to as "Parcel B".

For Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, SDC SERVICES II, INC. grants unto SDC SERVICES, INC. a perpetual non-exclusive easement over, under and across Parcel A for the sole purposes of: storm water drainage from Parcel B to retention areas designated by Grantor on Parcel A and storm water retention and storage on Parcel A of storm water drainage from Parcel 'B', provided however that use of said easement does not interfere with the reasonable development, use and enjoyment of Parcel A by present or future owners. Grantor reserves the right to relocate the drainage lines and retention pond locations, at Grantor's sole discretion and expense.

The easement shall run with the land described in Parcel "B", for the use and benefit of SDC SERVICES, INC. and all subsequent owners of Parcel "B".

Grantor warrants and covenants that it has the right to convey to Grantee this easement and that Grantee shall have quiet and peaceful possession, use and enjoyment of same. Grantor shall maintain the drainage and retention system constructed thereon, however Grantee shall have the right but not obligation to enter upon Parcel **A** in order to maintain said system in the event that Grantor fails to maintain it.

EXHIBIT "B" TO FIRST ADDENDUM TO MEMORANDUM OF AGREEMENT WITNESS our hands and seals this <u>19th</u> day of <u>February</u>, 2010.

Signed, sealed and delivered In the presence of:

reset

Printed Name Terry T. No Ori

SDC SERVICES II, INC.,

By:\_\_\_\_

Printed Name: Hal

President

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of February 2010, by Hal Spence, President of SDC SERVICES, INC., a Florida corporation, who is personally known to me or who has produced a Florida driver's license as identification.

My commission expires:

Terry T. McMillian Commission DD 724590 Expires January 9, 2012 Notary Public

# EXHIBIT "A" TO EASEMENT

## Parcel " A

That part of the North ¼ of the Northwest ¼ of Section 25, Township 19 South, Range 22 East, Surnter County, Florida, lying East of the Seaboard Coastline Railroad, less and except therefrom the lands conveyed in Official Records Book 573, Page 717, Public Records of Sumter County, Florida, more particularly described as follows:

That part of the NE ¼ of the NW \$4 of Section 25, Township 19 South, Range 22 East, Sumter County, Florida, lying East of the Easterly right of way line of the CSX Railroad, less the following described property:

Commencing at the NE comer of the NW ¼ of said Section 25, thence S 89° 55' 07" W along the North line of said NW ¼ 402.74 feet to the Point of Beginning; thence continue S 89" 55' 07" W along the North line of the said NW ¼ 262.28 feet to a point on the Easterly right of way line of the aforesaid CSX Railroad; thence S 52" 21' 08" W along said right of way line 1432.92 to the NE ¼ of the NW ¼ of said Section 25; thence N 89° 56' 02"E along said South line 162.26 feet to a point 150 feet East of the Easterly right of way line of the said CSX Railroad when measured at right angles therefrom, thence N 22° 21' 08" E parallel to and 150 feet Easterly of said Railroad 1324.78 feet; thence N 89" 55' 07" E 141.02 feet; thence N 0° 04' 22" 100.00 feet to the North line of the NW ¼ of said Section 25 and the point of beginning. Containing 5.21 acres more or less.

EXHIBIT "B"
TO EASEMENT

## PARCEL B

That part of the ME 1/4 of the NW 1/4 of Section 25, Township 19 South, Range 22 East, Suster County, Florida, lying East of the Easterly right of way line of the CSK Bailroad. Being described as follows:

Commence at the NE corner of the NW 1/4 of said Section 25; thence S89°55'07" W clong the Morth line of said NW 1/4 402.74" to the Point of Beginning; thence continue S89°55'07" W along the North line of the said NW 1/4 262.28" to a Point on the Lesterly right of way line of the aforesaid CSK Hailroad; thence S22°21'08" W along said right of way line 1432.92" to the South line of the NE 1/4 of the NW 1/4 of said Section 25; thence N89°56'02" E along said South line 162.26" to a point 150" East of the Sasterly right of way line of the said CSK Railroad when neasured at right angles therefrom; thence N22°21'08" E parallel to and 150" Easterly of said Railroad 1324.78"; thence N89°55'07" E 141.02"; thence N00°04'22" E 190" to the North line of the NW 1/4 of said Section 25 and the Point of Beginning. Containing 5.21 acres.

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#### EASEMENT

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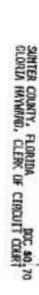
SDC SERVICES, INC. is the legal owner of that centain real property described in Exhibit "A" attached hereto and bereinafter referred to as "Parcels 1 and 2".

SDC SERVICES II, INC. is the legal owner of that certain real property described in Exhibit B" attached hereto and hereinafter referred to as "Parcel B".

Fur Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, SDC SERVICES, INC. grants unto SDC SERVICES 4 INC. a perpetual maccelusive casement over and scross Parcels 1 and 2 for commercial and non-commercial ingress and egress to and from Parcel "B" owned by SDC SERVICES II, INC. and which easement shall include the non-exclusive right to use Parcels 1 and 2 for aircraft takeoff and landing. The easement shall run with the land described in Parcel "B", for the use and benefit of SDC SERVICES II, INC. and all subsequent owners of Parcel "B".

Granter warrants and covenants that it has the right to convey to Grantee this ensument, and that Grantee shall have quiet and peacoful possession, use and enjoyment of same.

	WITNESS our hands and senis this 29 day of MAY 2003	
U	Signed stated and destreed FICIAL	
	SDC SERVICES, INC.	
	Boutous Carporate Corporate Seal	Se.
	COUNTY OF LOUIS O Florida	
	The foregoing instrument was acknowledged before me this <u>JQ+h</u> day of 2001, by FRANK ARENAS, President of SDC SERVICES, DVC., who is personally known to me or who has produced a Florida driver's thousas as identification and who did take art oath.	
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	The second secon	



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# TO EASEMENT

PARCEL 10

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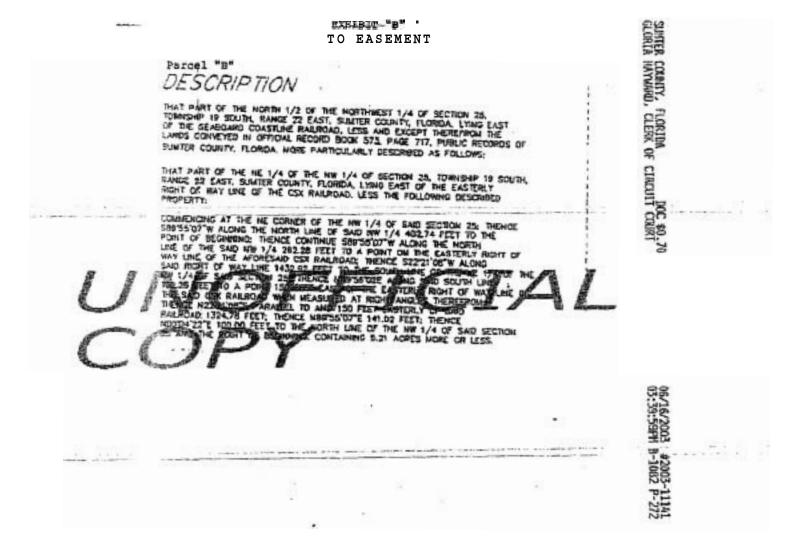
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PARCEL #F25-051

Drainage

Southwest Florida Water Management District

Consulting Services, Inc.

225 West Main Street, Towares, Florida 32778

www.wicksconsulting.com (352) 343-8667

Frank B. Arenas, Esq. P.O. Box 600 Coleman, Florida 33521 (352) 748–6629

Engineering Plan of FREE FLIGHT AIRPORT OVERALL SITE PLAN

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